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12 LOGITECH EUROPE S.A., LOGITECH, INC., and  
LOGITECH INTERNATIONAL S.A.  
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15 UNITED STATES DISTRICT COURT  
16 NORTHERN DISTRICT OF CALIFORNIA  
17 SAN JOSE DIVISION

18  
19 *In re Logitech - Expeditors Litigation*

Case No. 10-CV-00374-JW

20 **STIPULATION IN SUPPORT OF**  
**LOGITECH'S MOTION TO**  
**WITHDRAW CONFIDENTIAL**  
**MATERIAL AND FOR LEAVE TO**  
**FILE UNDER SEAL [CIVIL L.R. 79-5]**

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1       **THE PARTIES, BY AND THROUGH THEIR COUNSEL, STIPULATE AS FOLLOWS:**

2           1. On October 15, 2010, Plaintiffs Logitech Europe S.A. and Logitech Inc. and  
 3 Consolidated Defendant Logitech International S.A. (collectively, “Logitech”) filed an Amended  
 4 Consolidated Complaint (“Complaint”) against Expeditors International of Washington, Inc.  
 5 (“Expeditors,” collectively the “Parties”) in United States District Court, Northern District of  
 6 California, San Jose Division [Docket No. 101].

7           2. Portions of the Complaint, namely Exhibits A through D (“Exhibits”) and all  
 8 references to the Exhibits therein, are subject to a stipulated protective order entered into between  
 9 the Parties and ordered by this Court on April 13, 2010 (“Protective Order”) [Docket No. 67],  
 10 attached hereto as Exhibit A. The Exhibits include various freight services agreements entered  
 11 into between Logitech and Expeditors, including an agreement between Logitech, Inc. and  
 12 Expeditors, dated August 1, 2007, an agreement between Logitech Europe, SA and Expeditors,  
 13 dated September 28, 2005, an agreement between Logitech Europe, SA and Expeditors, dated  
 14 July 1, 2007 and amendments thereto.

15          3. On May 21, 2010, Expeditors filed with this court a Stipulation in Support of  
 16 Expeditors Motion re: Withdrawal of Confidential Material and for Leave to File Under Seal  
 17 (“May 21, 2010, Stipulation”) [Docket No. 84]. By and through the May 21, 2010, Stipulation,  
 18 Expeditors asserts that certain materials, including the Logitech Freight Services Agreements  
 19 attached as Exhibits to the Consolidated Complaint are “confidential information that are subject  
 20 to several confidentiality agreements between the parties” and thereby designated these materials  
 21 as Protected Materials consistent with the Protective Order. (May 21, 2010, Stipulation ¶ 2.) The  
 22 Parties further stipulated that “[b]ased on Expeditors’ representations that these materials contain  
 23 commercially sensitive, trade secret and/or confidential information, and upon Logitech’s  
 24 preference not to litigate the confidentiality of such materials at this time, the parties stipulate that  
 25 all copies of these materials may be removed by the Clerk from the Court’s files and returned to  
 26 counsel for the party in whose filings the materials appear.” (May 21, 2010, Stipulation ¶ 3.)

27          4. Logitech does not concede the confidentiality of any of the Exhibits referred to  
 28 above, nor to any references contained within the Consolidated Complaint, but acknowledges that

Expeditors has designated the Exhibits as Protected Material and that these materials and all references thereto are subject to the Protective Order consistent with Expeditors' assertions in the May 21, 2010, Stipulation and Protective Order section 2.7.

5. Because the Exhibits and all references thereto within the Complaint are subject to the Protective Order, the Parties stipulate that all copies of these materials may be removed by the Clerk from the Court's files and returned to counsel for the party in whose filings the materials appear.

6. The Parties further stipulate and agree that Logitech may re-file such returned materials under seal subject to an Order of this Court pursuant to Civil L.R. 79-5 and section 10 of the Protective Order entered in this matter.

## **IT IS SO STIPULATED.**

Dated: November 5, 2010

KAREN G. JOHNSON-MCKEWAN  
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Dated: November 5, 2010

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WASHINGTON INC.

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1 I hereby attest that the concurrence in the filing of this document has been  
2 obtained from Meredith N. Landy, Attorneys for Defendant Expeditors International of  
3 Washington, Inc..

4 Dated: November 5, 2010

5 ORRICK, HERRINGTON & SUTCLIFFE LLP

6 */s/ Karen G. Johnson-McKewan*  
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